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Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Electronics, Simulators and Defence Systems Div.
/Division des systèmes électroniques et des systèmes de
simulation et de défense
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet Remote Minehunting and Disposal Sys Système de détection et d'élimination des mines sous-marines	
Solicitation No. - N° de l'invitation W8472-105270/C	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client W8472-105270	Date 2021-10-05
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-125-28275	
File No. - N° de dossier 125qf.W8472-105270	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-11-10 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lacoursiere, Paul	Buyer Id - Id de l'acheteur 125qf
Telephone No. - N° de téléphone (343) 551-1529 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This Request for Proposal (RFP) Amendment # 003 for the Remote Minehunting and Disposal System (RMDS) is raised to:

1. To provide answers to Industry questions;
2. To make updates to the solicitation documentation.

1. Please see the below questions with responses:

Question 21,

In Volume 1, Annex B, Table 1, paragraph 5.5.2.1, please confirm the typographical error: The TEMP must address the testing requirements of CDRL/DID RMDS-AE-005 A&E Test Plan instead of RMDS-AE-006.

Response 21,

Yes, it should be CDRL/DID RMDS-AE-005. Please see amendment below in this document.

Question 22,

In Volume 1, Annex A, paragraph 4.3, could Canada please provide greater details explaining what extra work or extra scope Canada expects bidders to offer in their plans to achieve an Exceptional rating?

Response 22,

No extra work and/or extra scope is required to achieve an exceptional rating. An exceptional rating will be achieved if the full scope of the DID has been addressed and the evaluation team has not identified any weakness in the DID that would introduce a risk to the project.

Question 23,

In Volume 2, Annex A, Appendix A, paragraph 3.2.4.13, can Canada clarify if the Wi-Fi 802.xx protocol is mandatory? Or can we propose another wireless communication type (frequency of 4.9 to 5.9 GHz) providing same or higher functionalities?

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Response 23,

No, it is not mandatory. Wi-Fi in this requirement refers to any wireless communication type that would enable the necessary communication with the control platform.

Question 24,

In Volume 2, Annex A, Appendix A, paragraph 4.3.1.1 and 4.3.1.2, the annual usage values are very high for underwater robotic systems. This will impact drastically the preventive maintenance operations and the spares volume. Could you please amend or confirm the RFP stated values?

Response 24,

Canada confirms the annual usage numbers stated in the RFP are correct.

Question 25,

In Volume 2, Annex A, Appendix A, paragraph 3.5, can Canada confirm that the training scenario is only selected by the instructor?

Response 25,

No. It is intended that pre-programmed training scenarios could be selected by an operator without accessing Instructor Mode.

Question 26,

In Volume 2, Annex A, Appendix A paragraph 3.5.4, is there a duplication of requirements or is there some significance to the requirement being included in 3.5.4?

Response 26,

Yes, this requirement was duplicated. Please see amendment below in this document.

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Question 27,

In Volume 2, Annex A, paragraph 1.3.1, does “modular” mean a unique homogeneous software suite must be able to prepare, execute, analyze data collected during the mission for MDV C, MDV T/I, Light Weight AUV and Man Portable AUV?

Response 27,

No, the term “modular” in this section was to indicate that a suite of vehicle types and their control systems would be integrated to meet the RMDS functions and capabilities. It was not intended to influence changes or redesign to existing software currently used for the vehicles.

Question 28,

In Volume 2, Annex A, Appendix A, para 3.4.1.6, can you please confirm that this requirement can be understood as either one or the other power supply must be supported, not both?

Response 28,

No, the RMDS design must support both power supplies. Please see amendment below in this document.

Question 29,

In Volume 2, Annex A, Appendix A, paragraph 3.4.1.11, specification ASTM E1925-04 is a standard for a style of highly specialized shelter that has a honeycomb or foam core insulation. Is it mandatory to provide a flat paneled, foam cored shelter as opposed to a corrugated sided ISO container?

Regarding certification to ASTM E1925-04. This Bidder is very familiar with this specification but is not aware of an independent recognized organization that performs certification to it. Is it the intent of this section that the Bidder must test to all items listed in ASTM E1925 and provide testing documents detailing the results?

Response 29,

The TCC must be designed and tested to the ASTM E1925-04 specification by the contractor. Alternative to certification by an independent recognized organization, testing may be witnessed by DND and test results provided to DND for review and acceptance. In this case, the test protocols and plan must be included in the Test and Evaluation Master Plan (TEMP), CDRL/DID RMDS-SE-009. Scheduling for this activity must be mutually agreed upon between the contractor and Canada.

Question 30,

In Volume 2, Annex A, Appendix A, paragraph 5.3, will the TCC be powered by an external power supply or by the integral diesel generator when the RMDS is stored for 163 days?

Response 30,

Yes, it is planned to have access to shore power for extended storage times onboard ships and at the Fleet Dive Units. However, we request the removal, preservation and storage details identified Volume 2, Appendix A, Annex A, para 4.2.2 for scenarios where shore power and integral generator may be unavailable.

Question 31,

In Volume 2, Annex A, Appendix 1, para 3.2.4.11, does this requirement related to withstanding collision apply if the proposal includes a collision avoidance system?

Response 31,

No. The requirement will only apply if a collision avoidance system is not included in the proposal. Please see amendment below in this document.

Question 32,

In Volume 2, Annex A, Appendix A, paragraph 3.3.1.15, since the mine will have been inspected and identified using an MDV-I, please confirm that compliance to STANAG 1364 is required for the expendable MDV-C?

Response 32,

Yes, compliance to STANAG 1364 is required for the MDV-C.

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Question 33,

In Volume 2, Annex, A, Appendix A, paragraph 3.21.8, could Canada please clarify if by “portable” operator workstation, is meant a ruggedized laptop computer enabling to plan, manage and post process missions data when operating the operator portable AUV from the TCC? If a different operational concept is envisaged for this portable operator workstation, please clarify as this would request additional equipment to be included. i.e.: operation of the portable AUV from a RHIB would imply additional portable equipment.

Response 33,

The operator portable AUV is to be deployable and operable without fully deploying the RMDS, e.g. from a rigid hull inflatable boat (RHIB) or jetty. A portable operator workstation is required, and the portable workstation must include any support equipment necessary to provide this functionality.

Question 34,

In Volume 2, Annex A, paragraph 3.3.5, will Canada accept documented proof for an MDV-C in service by a navy customer as meeting the requirement without provision of inert EIDs to be undertaken for safety and suitability service testing?

Response 34,

No, the ten (10) EIDs are still required to be delivered.

2. Please see the following changes to the solicitation documents.

13, At Volume 1, Annex B, Table 1, paragraph 5.5.2.1

Delete: CDRL/DID RMDS-AE-006

Insert: CDRL/DID RMDS-AE-005

14, At Volume 2, paragraph 7.3

Delete: complete section.

Insert: 7.3 new section.

7.3 Security requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract

7.3.2 Security Requirements for Canadian Supplier

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of NATO CONFIDENTIAL, with approved Document Safeguarding at the level of NATO CONFIDENTIAL, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of NATO CONFIDENTIAL, granted or approved by the CSP, PWGSC.
4. The Contractor/Offeror personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive site(s) **must be permanent residents of Canada or citizens of a NATO member country** and EACH hold a valid personnel security screening at the level of NATO CONFIDENTIAL, granted or approved by the appropriate delegated NATO Security Authority.
5. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of NATO CONFIDENTIAL.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
7. The winning bidder / contractor must submit the completed FOCI package including the associated documentation as prescribed in the FOCI Guidelines and Questionnaire by the due date identified in the email sent by the FOCI office.

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8. Before accessing any NATO information or assets, the winning bidder/contractor must be in possession of a determination letter, specific to this contract which will expire at the end of this contract or any contract extensions, from the FOCI Office identifying the results of the FOCI assessment.
9. If the "Under FOCI with Mitigation Measures" determination letter requires mitigation measures to be implemented, these measures must be implemented and approved by the FOCI Office prior to the winning bidder/contractor or their personnel access NATO information or assets. The mitigation measures must remain implemented throughout the duration of the contract, including any contract extension(s) if applicable.
10. The CSP retains the right to suspend the winning bidder/contractor's organizational clearance if the winning bidder/contractor becomes subject to an "Under FOCI with Mitigation Measures" determination and chooses not to implement the required mitigation measures.
11. The winning bidder/contractor must maintain their FOCI determination of "Not under FOCI", or "Under FOCI with Mitigation Measures" status throughout the duration of the contract, including any contract extension(s) if applicable.
12. The winning bidder/contractor must immediately provide the FOCI Office with documentation pertaining to any changes to the organization's corporate and or ownership structure as well as any increase in foreign income or foreign debt from what was reported to the FOCI Office for the initial FOCI assessment. The winning bidder/contractor will be subject to a FOCI re-assessment based on this new information to re-determine the FOCI status of the winning bidder/contractor.
13. An "Under FOCI" determination letter with no possible mitigation measures will result in the winning bidder/contractor not being able to obtain the necessary security clearances, to obtain and or maintain a Facility Security Clearance (FSC) and personnel clearances with the CSP, and consequently not meeting the security requirements of the contract.
14. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____
 - (b) *Contract Security Manual* (Latest Edition).

NOTE: There are **multiple levels of release restrictions** associated with this file. In this instance, a *Security Guide* should be added to the SRCL clarifying these restrictions. The *Security Guide* is normally generated by the organization's project authority and/or security authority.

7.3.3 Security Requirements for Foreign Supplier

FSC, DSC-IT NATO CONFIDENTIAL, CONFIDENTIAL

1. All CANADA PROTECTED / CLASSIFIED information/assets, furnished to the Foreign recipient Contractor / Offeror / Subcontractor} shall be safeguarded as follows:
2. All CANADA PROTECTED / CLASSIFIED information/assets provided or generated under this {Contract / Standing Offer / Subcontract} will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the {Contract / Standing Offer / Subcontract}, in accordance with the National legislation, regulations and policies of their country.

3. The Foreign recipient {Contractor / Offeror / Subcontractor} shall provide the CANADA PROTECTED / CLASSIFIED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National legislation, regulations and policies of, National Security legislation and regulations and as prescribed by the National Security Authority (NSA) or Designated Security Authority (DSA) of their country.
4. All CANADA PROTECTED / CLASSIFIED information/assets provided to the Foreign recipient {Contractor / Offeror / Subcontractor} pursuant to this {Contract / Standing Offer / Subcontract} by the Government of Canada, shall be marked by the Foreign recipient {Contractor / Offeror / Subcontractor} with the equivalent security classification utilized by their country and in accordance with the National legislation, regulations and policies of their country.
5. The Foreign recipient {Contractor / Offeror / Subcontractor} shall, at all times during the performance of this {Contract / Standing Offer / Subcontract}, ensure the transfer of CANADA PROTECTED / CLASSIFIED information/assets be facilitated in accordance with the National legislation, regulations and policies of their country, and in compliance with the provisions of the Bilateral Industrial Security Instrument between their country and Canada.
6. Upon completion of the work, the Foreign recipient {Contractor / Offeror / Subcontractor} shall return to the Government of Canada, via government-to-government channels, all CANADA PROTECTED / CLASSIFIED information/assets furnished or produced pursuant to this {Contract / Standing Offer / Subcontract}, including all CANADA PROTECTED / CLASSIFIED information/assets released to and/or produced by its subcontractors, unless otherwise authorized in writing by the Canadian DSA.
 - i. Canadian persons that examine, possess, or transfer controlled goods (*refer to Note) that are domestically controlled by Public Services and Procurement Canada (PSPC) for Contracts and Subcontracts are required to register with PSPC's Controlled Goods Program (CGP) before accessing controlled goods, unless excluded from CGP registration as defined by the Controlled Goods Regulations.

Throughout the duration of this Contract and Subcontract, the Foreign recipient Contractor and Subcontractor must adhere to its respective national policies pertaining to the examination, possession, or transfer of controlled goods and must immediately report to its responsible National Security Authority (NSA) all cases in which it is known or there is reason to suspect that controlled goods, furnished or generated pursuant to this Contract and Subcontract have been lost or disclosed to unauthorized persons (entities not registered with the CGP or entities not excluded from CGP registration), including but not limited to a third party government, person, firm, or representative thereof. Controlled goods which are lost or compromised while handled outside of Canada, should be immediately reported, as per the requirements of the Treasury Board of Canada

Secretariat's Controlled Goods Directive and Directive on Material Management and to the Canadian Government Authority owner of the controlled goods, for example the Canadian Department that issued the controlled goods to the Foreign recipient Contractor and Subcontractor, as part of this Contract and Subcontract. Additionally, controlled goods that are lost or disclosed to unauthorized persons which are subject to the United States of America's (U.S.) the export controls of International Traffic in Arms Regulations of the United States of America International Traffic in Arms Regulations, will require the NSA or the Canadian Government Authority owner to report the situation to the U.S. exporter or the U.S. Department of State's Directorate of Defense Trade Controls (DDTC).

*Note: Controlled goods are goods, including components and their associated technologies (e.g., blueprints, technical specifications, etc.), that primarily have a military or national security significance, including "defense articles" that are controlled by the United States' International Traffic in Arms Regulations. The list of controlled goods Controlled Goods List contained in the Schedule to the Defence Production Act (section 35) details the specific controlled goods that are domestically controlled by PSPC.

7. The Foreign recipient {Contractor / Offeror / Subcontractor} must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive Officer or Designated Key Senior Official, defined as an Owner, Officer, Director, Executive, and/or partner who occupies a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
8. The Foreign recipient {Contractor / Offeror / Subcontractor} personnel requiring access to NATO CONFIDENTIAL or above information/assets and/or sensitive sites shall hold a valid personnel security screening at the level of NATO CONFIDENTIAL, have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority.
9. Until the Foreign recipient's responsible National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of their country has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient {Contractor / Offeror / Subcontractor} personnel SHALL NOT HAVE ACCESS to CONFIDENTIAL / NATO CONFIDENTIAL: CANADA PROTECTED / CLASSIFIED information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
10. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the National legislation, regulations and policies of their country / the Canadian DSA.
11. The Foreign recipient {Contractor / Offeror / Subcontractor} MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system and transfer via an IT link any CANADA PROTECTED / CLASSIFIED information/assets until the National Security Authority (NSA) or Designated Security Authority (DSA) of their country has granted approval to do so. After approval has been granted in writing to the Foreign recipient {Contractor / Offeror / Subcontractor}, these tasks may be performed up to the level of CONFIDENTIAL / NATO CONFIDENTIAL.

12. The Foreign recipient {Contractor / Offeror / Subcontractor} shall not use the CANADA PROTECTED / CLASSIFIED information/assets for any purpose other than for the performance of the {Contract / Standing Offer / Subcontract} without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
13. The Foreign recipient {Contractor / Offeror / Subcontractor} visiting Canadian Government or industrial facilities, under this contract, will submit for approval a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
14. The Foreign recipient {Contractor / Offeror / Subcontractor} shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets pursuant to this {Contract / Standing Offer / Subcontract} has been compromised.
15. The Foreign recipient {Contractor / Offeror / Subcontractor} shall not disclose CANADA PROTECTED/CLASSIFIED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA) / Canadian DSA.
16. The Foreign recipient {Contractor / Offeror / Subcontractor} must comply with the provisions of the Security Requirements Check List attached at Annex C.

15, At Volume 2, Annex A, Appendix A, paragraph 3.2.4.11

Insert (at end of paragraph): Note: This requirement is only applicable if a collision avoidance system described in paragraph 3.4.1.12 is not included.

16, At Volume 2, Annex A, Appendix A, paragraph 3.4.1.6

Delete: complete paragraph.

Insert: The TCC and the integrated RMDS subsystems must be capable of operating from a single phase, 60 Hertz (Hz), 115 Volt Alternating Current (VAC) and a three phase, 60 Hz, 440 VAC power supply with tolerances of $\pm 8\%$ VAC and $\pm 3\%$ Hz. D-03-003-005/SF-000, describes the power supplies available to the equipment.

17, At Volume 2, Annex A, Appendix A, paragraph 3.5.4.1

Delete: complete paragraph.

Insert: Paragraph not used.

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18, At Volume 3, paragraph 7.3

Delete: complete paragraph.

Insert: 7.3 insert complete section:

7.3 Security requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract

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8. Before accessing any NATO information or assets, the winning bidder/contractor must be in possession of a determination letter, specific to this contract which will expire at the end of this

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contract or any contract extensions, from the FOCI Office identifying the results of the FOCI assessment.

9. If the "Under FOCI with Mitigation Measures" determination letter requires mitigation measures to be implemented, these measures must be implemented and approved by the FOCI Office prior to the winning bidder/contractor or their personnel access NATO information or assets. The mitigation measures must remain implemented throughout the duration of the contract, including any contract extension(s) if applicable.
10. The CSP retains the right to suspend the winning bidder/contractor's organizational clearance if the winning bidder/contractor becomes subject to an "Under FOCI with Mitigation Measures" determination and chooses not to implement the required mitigation measures.
11. The winning bidder/contractor must maintain their FOCI determination of "Not under FOCI", or "Under FOCI with Mitigation Measures" status throughout the duration of the contract, including any contract extension(s) if applicable.
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7.3.3 Security Requirements for Foreign Supplier

FSC, DSC-IT NATO CONFIDENTIAL, CONFIDENTIAL

All CANADA PROTECTED / CLASSIFIED information/assets, furnished to the Foreign recipient Contractor / Offeror / Subcontractor} shall be safeguarded as follows:

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2. All CANADA PROTECTED / CLASSIFIED information/assets provided or generated under this {Contract / Standing Offer / Subcontract} will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the {Contract / Standing Offer / Subcontract}, in accordance with the National legislation, regulations and policies of their country.
3. The Foreign recipient {Contractor / Offeror / Subcontractor} shall provide the CANADA PROTECTED / CLASSIFIED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National legislation, regulations and policies of, National Security legislation and regulations and as prescribed by the National Security Authority (NSA) or Designated Security Authority (DSA) of their country.
4. All CANADA PROTECTED / CLASSIFIED information/assets provided to the Foreign recipient {Contractor / Offeror / Subcontractor} pursuant to this {Contract / Standing Offer / Subcontract} by the Government of Canada, shall be marked by the Foreign recipient {Contractor / Offeror / Subcontractor} with the equivalent security classification utilized by their country and in accordance with the National legislation, regulations and policies of their country.
5. The Foreign recipient {Contractor / Offeror / Subcontractor} shall, at all times during the performance of this {Contract / Standing Offer / Subcontract}, ensure the transfer of CANADA PROTECTED / CLASSIFIED information/assets be facilitated in accordance with the National legislation, regulations and policies of their country, and in compliance with the provisions of the Bilateral Industrial Security Instrument between their country and Canada.
6. Upon completion of the work, the Foreign recipient {Contractor / Offeror / Subcontractor} shall return to the Government of Canada, via government-to-government channels, all CANADA PROTECTED / CLASSIFIED information/assets furnished or produced pursuant to this {Contract / Standing Offer / Subcontract}, including all CANADA PROTECTED / CLASSIFIED information/assets released to and/or produced by its subcontractors, unless otherwise authorized in writing by the Canadian DSA.
 - i. Canadian persons that examine, possess, or transfer controlled goods (*refer to Note) that are domestically controlled by Public Services and Procurement Canada (PSPC) for Contracts and Subcontracts are required to register with PSPC's Controlled Goods Program (CGP) before accessing controlled goods, unless excluded from CGP registration as defined by the Controlled Goods Regulations.

Throughout the duration of this Contract and Subcontract, the Foreign recipient Contractor and Subcontractor must adhere to its respective national policies pertaining to the examination, possession, or transfer of controlled goods and must immediately report to its responsible National Security Authority (NSA) all cases in which it is known or there is reason to suspect that controlled goods, furnished or generated pursuant to this Contract and Subcontract have been lost or disclosed to unauthorized persons (entities not registered with the CGP or entities not excluded from CGP registration), including but not limited to a third party government, person, firm, or representative thereof. Controlled goods which are lost or compromised while handled outside of Canada, should be immediately reported, as per the requirements of the Treasury Board of Canada

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File No. - N° du dossier CCC No./N° CCC - FMS No./N° VME

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Secretariat's Controlled Goods Directive and Directive on Material Management and to the Canadian Government Authority owner of the controlled goods, for example the Canadian Department that issued the controlled goods to the Foreign recipient Contractor and Subcontractor, as part of this Contract and Subcontract. Additionally, controlled goods that are lost or disclosed to unauthorized persons which are subject to the United States of America's (U.S.) the export controls of International Traffic in Arms Regulations of the United States of America International Traffic in Arms Regulations, will require the NSA or the Canadian Government Authority owner to report the situation to the U.S. exporter or the U.S. Department of State's Directorate of Defense Trade Controls (DDTC).

*Note: Controlled goods are goods, including components and their associated technologies (e.g., blueprints, technical specifications, etc.), that primarily have a military or national security significance, including "defense articles" that are controlled by the United States' International Traffic in Arms Regulations. The list of controlled goods Controlled Goods List contained in the Schedule to the Defence Production Act (section 35) details the specific controlled goods that are domestically controlled by PSPC.

7. The Foreign recipient {Contractor / Offeror / Subcontractor} must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive Officer or Designated Key Senior Official, defined as an Owner, Officer, Director, Executive, and/or partner who occupies a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
8. The Foreign recipient {Contractor / Offeror / Subcontractor} personnel requiring access to NATO CONFIDENTIAL or above information/assets and/or sensitive sites shall hold a valid personnel security screening at the level of NATO CONFIDENTIAL, have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority.
9. Until the Foreign recipient's responsible National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of their country has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient {Contractor / Offeror / Subcontractor} personnel SHALL NOT HAVE ACCESS to CONFIDENTIAL / NATO CONFIDENTIAL: CANADA PROTECTED / CLASSIFIED information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
10. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the National legislation, regulations and policies of their country / the Canadian DSA.
11. The Foreign recipient {Contractor / Offeror / Subcontractor} MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system and transfer via an IT link any CANADA PROTECTED / CLASSIFIED information/assets until the National Security Authority (NSA) or Designated Security Authority (DSA) of their country has granted approval to do so. After approval has been granted in writing to the Foreign

recipient {Contractor / Offeror / Subcontractor}, these tasks may be performed up to the level of CONFIDENTIAL / NATO CONFIDENTIAL.

12. The Foreign recipient {Contractor / Offeror / Subcontractor} shall not use the CANADA PROTECTED / CLASSIFIED information/assets for any purpose other than for the performance of the {Contract / Standing Offer / Subcontract} without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
13. The Foreign recipient {Contractor / Offeror / Subcontractor} visiting Canadian Government or industrial facilities, under this contract, will submit for approval a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
14. The Foreign recipient {Contractor / Offeror / Subcontractor} shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets pursuant to this {Contract / Standing Offer / Subcontract} has been compromised.
15. The Foreign recipient {Contractor / Offeror / Subcontractor} shall not disclose CANADA PROTECTED/CLASSIFIED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA) / Canadian DSA.
16. The Foreign recipient {Contractor / Offeror / Subcontractor} must comply with the provisions of the Security Requirements Check List attached at Annex C.

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION (RFP)
REMAIN UNCHANGED**